

Forest Tree Planting
2006 Planting Season
Commonwealth of Virginia
Department of Forestry

IFB

Issue Date: September 16, 2005

IFB #411:A600008

Service Commodity Code:

90265

Issuing Agency:

Commonwealth of Virginia
Department of Forestry
135 Bank Street PO Box 198
Waverly, VA 23890

Using Agency And/Or Location

Department of Forestry

Where Work Will be Performed:

Commercial Forestland – Region One Accomack and Northampton Counties

Period of Contract:

Start no later than January 9, 2006, subject to seedling availability and weather conditions (as determined by Regional Department of Forestry Contract Administrator) and to finish no later than March 31, 2006.

Sealed Bids will be received Until October 24, 2005 at 2:00 PM. for furnishing the Goods/Services Described Herein and Then Opened in Public.

All Inquiries For Information Should Be Directed To: Amy Ricotta Phone (434) 977-6555 or Toni Sanderson Phone 804-834-2300 for Technical Questions.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO THE SAME ADDRESS

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees to Furnish The Goods/Services Described At the Price(s) Indicated.

Name and Address of Firm:

Date: _____

By: _____

(Print)

Zip Code

By: _____

(Signature)

Telephone Number: ()

Title:

FIN No.: _____

PRE-BID CONFERENCE: A **mandatory** pre-bid conference will be held on October 12, 2005 at 2:00 PM at the Waverly Office of the Department of Forestry, 135 Bank Street, Waverly, Virginia. Any questions regarding the pre-bid conference should be directed to Toni Sanderson at 804-834-2300 or Amy Ricotta at 434-977-6555.

TABLE OF CONTENTS FOR IFB

1.	PURPOSE	Page 3
2.	SCOPE OF WORK/DESCRIPTION OF ITEMS (SPECIFICATIONS)	Page 3-4
3.	GENERAL TERMS AND CONDITIONS	Page 5-8
4.	PRE-BID CONFERENCE	Page 8
5.	SPECIAL TERMS AND CONDITIONS	Page 8-12
6.	BIDDING PROCEDURES	Page 13-14
7.	PERFORMANCE	Page 15
8.	CANCELLATION	Page 16
9.	ATTACHMENTS	Page 17-23

1. PURPOSE:

The purpose of the Invitation to Bid is to secure a professional/consulting forester of consulting forestry firm, hereinafter called the contractor, for coordination and oversight of planting of pine seedlings on non-industrial private land during the 2006 tree planting season. Contractor will arrange for all planting crews, supply seedlings, and ensure that seedlings are properly planted in accordance with the specifications in this contract. A professional forester must meet the qualifications as defined in the Code of Virginia Section 10.1-1181.8—10.0-1181.9.

2. SCOPE OF WORK:

2.1 CONTRACTOR RESPONSIBILITIES AND RIGHTS

- 2.1.1 General: Contractor agrees to arrange for all labor and supervision and to provide all seedlings, tools, equipment and insurance in accordance with the terms and specifications of this agreement.
- 2.1.2 All equipment, supplies and materials will be subject to inspection by the Department at any time during this project.
- 2.1.3 The contractor agrees to have personnel and full complement of delivery and support systems available and ready for work no later than January 9, 2006 (subject to seedling availability and weather conditions).
- 2.1.4 Damage Claims: Should the contractor receive written notice of any damage claim from a landowner to their property, he will, in turn, notify the Department in writing within 10 days specifying location, nature of damage, and name and address of the person making said claim. The contractor will also contact the person making the claim within 10 days to begin the process for resolution of the claim. Failure of the contractor to comply will be deemed a serious violation that may result in contract termination.
- 2.1.5 All reforestation work shall be performed under the supervision of a professional forester, as defined in Virginia Code Section 10.1-1181.9.
- 2.1.6 Contractor shall notify the Department of the names and addresses of all sub-contractors as soon as determined and such notices shall include the location, nature and extent of the work to be performed, and a copy of the agreement with each sub-contractor which shall be complete in every detail, including prices.
- 2.1.7 Consent by the Department to any such sub-letting shall not relieve the contractor of full responsibility and liability for the work to be performed by the sub-contractor.
- 2.1.8 Independent Contractor: The contractor, his employees and agents are not to be, at any time, considered servants, agents, or employees of the Commonwealth of Virginia, nor of any department or division thereof, but instead are considered to be independent contractors.
- 2.1.9 Seedling Purchases: It will be the responsibility of the contractor to secure and/or purchase the appropriate materials, supplies, additives, etc. Contractor agrees to purchase and transport all seedlings to be planted under this contract from Garland Gray Nursery. Contractor is responsible for arranging payment method, schedule, or process with Garland Gray Nursery, and for communicating seedling needs and pick-up during planting season.

- 2.1.10 Contractor Safety: Contractor agrees to perform the work in a safe and careful manner and to furnish and use, and require its employees to use, such safety devices, methods and measures as are required to protect its employees, its sub-contractor's employees, the employees of others engaged in the work, and the public against bodily injury or damage to property.
- 2.1.11 Applicable Laws: Contractor also agrees to comply with, and to ensure that crews comply with all laws, rules, acts, and/or regulations applicable to the safe performance of such work, including but not limited to the Migrant and Seasonal Agriculture Workers Protection Act (MSPA), Public Law 91-596, Title, "Occupational Safety and Health Act of 1970."
- 2.1.12 Contractor Rights: The contractor reserves the right to halt planting operations when the Department, or one of its representatives, fails to meet their responsibilities as outlined in this agreement.
- 2.1.13 Contract Progress: Contractor agrees to continue through and complete planting on all contracted acres once planting activities have commenced, unless a temporary interruption is approved or required by the Department.
- 2.1.14 Planting Quality Checks: Contractor will submit to the Department planting quality checks within 48 hours of tract completion. Prior to billing, the Department will review and approve planting quality checks.
- 2.1.15 Landowner Billing: Contractor will bill landowners within 10 days of satisfactorily completing reforestation project.

2.2 DEPARTMENT RESPONSIBILITIES AND RIGHTS

- 2.2.1 Tract Designation: The Department will provide, for each location to be planted, a tract location map, estimated acreage, tree species, planting density and spacing and GPS/GIS map if available. The Department will have final say over any acreage disagreements that may arise.
- 2.2.2 Provided Seedlings: The Department will furnish provided seedlings information prior to landowner billing, as necessary to reflect actual planting costs.
- 2.2.3 Department Rights: The Department reserves the right to halt planting operation at any time when Department inspections, planting quality data audits, or contractor's performance does not meet requirements specified in this contract.
- 2.2.4 The Department will conduct random audits of tracts to ensure that quality standards as described on page 15 are being met.
- 2.2.5 The Department reserves the right to reject any and all bids.

2.3 DATES OF PLANTING

- 2.3.1 Start no later than January 9, 2006, subject to seedling availability and weather conditions (as determined by Regional Department of Forestry Contract Administrator) and to finish no later than March 31, 2006.

3. GENERAL TERMS AND CONDITIONS

- 3.1 VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedures for filing contractual claims are in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals".
- 3.2 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state, and local laws and regulations.
- 3.3 ANTI-DISCRIMINATION: By submitting their bids all bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contract Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act.

In every contract over \$10,000 the provisions in 3.3.1. and 3.3.2. below apply:

- 3.3.1. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

- 3.3.2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 3.4 ETHICS IN PUBLIC CONTRACTING: By submitting their bids or proposals, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 3.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids or proposals, the Bidders or Offerors certify that they do not and will not during the performance of

this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- 3.6 DEBARRMENT STATUS: By submitting their bids Bidders certify that they are not currently debarred from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 3.7 ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 3.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:
- 3.8.1. INVITATION FOR BIDS: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- 3.9 CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Department of Forestry whose name appears on the face of the solicitation no later than five working days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Department of Forestry.
- 3.10 PAYMENT TERMS: An agreement shall be signed between the contractor and each landowner. Upon completion of the project, the contractor shall submit the planting quality checks to the appropriate local Department forester. After Department approval the contractor will then submit his invoice to the landowner for payment, with a copy to be sent to the Department county office. **On tracts with landowner provided seedlings, landowner invoices will be reduced by the equivalent value of Department of Forestry seedlings at the published bulk rate.** In the event that the specified seedling type was not available at the time of planting, the billable rate will be increased or decreased to reflect **only** the change in seedling cost to the contractor. Payment terms will be a part of the contractor/landowner agreement. Refer to Attachment 2.
- 3.11 PRECEDENCE OF TERMS: Paragraphs 3.1 - 3.10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 3.12 QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Commonwealth further reserves the right to reject any bid or proposal if the

evidence submitted by, or investigations of, such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein. Complaints on vendors and/or failure to meet specifications in previous such contracts will be evidence to reject any bid.

- 3.13 TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. The Department will perform planting quality checks during or immediately after planting has been completed on chosen tracts. Quality check data will be made available, upon request, to the contractor in a timely manner.

- 3.14 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

3.15 CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

3.15.1 The parties may agree in writing to modify the scope of the contract. Such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

3.15.2 The Department may order changes within the general scope of the contract at any time by written notice to the contractor. The contractor shall comply with the written notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order. Any savings shall be credited to the Landowner. Said compensation shall be determined by mutual agreement between the parties in writing.

- 3.16 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- 3.17 DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 3.18 NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall be discriminated against in the solicitation or award of this contract because of race, religion, color,

sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

4. PRE-BID CONFERENCE

A **mandatory** pre-bid conference will be held on Wednesday, October 12, 2005 at 2:00 P.M. at the Virginia Department of Forestry 135 Bank Street, Waverly, Virginia. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this invitation to bid. Any questions regarding the pre-bid conference should be directed to Toni Sanderson at the Department of Forestry in Waverly at 804-834-2300. An option to attend via telephone conference call is available. Contact Toni Sanderson for the phone number and password necessary to participate in the conference call.

5. SPECIAL TERMS AND CONDITIONS

5.1 PLANTING CREW

- 5.1.1 Multiple crews are permissible. The Department expects crew oversight and supervision by the contractor.
- 5.1.2 All trash associated with the planting project shall be disposed of properly in an approved manner. On-site burning of seedling wrappers or any other debris is prohibited. Culled seedlings and root trimmings should be spread within the planting area in a manner that does not leave visible piles of debris.

5.2 SEEDLING TYPE AND CARE

- 5.2.1 Seedlings for all tracts are required to be Loblolly pine, second generation. All seedlings are to be treated for protection against Pales weevil. Seedlings must be purchased from the Virginia Department of Forestry Garland Gray Nursery. See Attachment 6 for seedling purchase information. In the event that 2nd generation seedlings are not available, 1st generation, treated loblolly pine seedlings will be substituted. The Department must be notified of this substitution and a rate adjustment reflecting the difference in seedling cost will be given to the landowner.
- 5.2.2 Bags and bundles containing seedlings will be kept closed and under shade at all times. Protective heat shield tarps are required, allowing proper ventilation.
- 5.2.3 Seedlings in bags, bundles, and planter's tree bags will be kept moist at all times.
- 5.2.4 Planters will carry no more trees in hand than can be carried without roots drying out before planting.

- 5.2.5 Seedlings will be planted within 48 hours of removal from cold storage. Upon request and approval, contractor may use DOF cold storage facilities. Cold storage units are available at DOF's Lawrenceville and Portsmouth offices.
- 5.2.6 Contractor will haul seedling bundles in a covered or enclosed vehicle or trailer to prevent seedling exposure to wind, cold or heat during transport. Contractor may, at his own expense, use a refrigerated van for long term storage of seedlings on site, provided the refrigeration unit is monitored. Temperature must be maintained at 40 degrees; humidity levels are maintained at 95%. DOF reserves the right to periodically inspect seedling storage and transport facilities.

5.3 PLANTING

- 5.3.1 All planting shall be done with a dibble bar.
- 5.3.2 Only one seedling shall be planted in a hole. The hole shall be in mineral soil free from duff or trash. Hole will be located so that the seedling has a reasonable chance of survival (i.e. not at the bottom of a deep rut).
- 5.3.3 Seedlings are to be planted at root collar or deeper; but not excessively deep. Dibble bar should be 8" x 3" minimum. Seedling depth should be a minimum of 6 vertical inches.
- 5.3.4 The tap root is to be planted without "J" rooting (turned more than 90%).
- 5.3.5 Lateral roots are not to be twisted or balled up.
- 5.3.6 Seedlings shall stand at no more than 20 degrees off of vertical.
- 5.3.7 The hole shall be filled in at both the bottom and top and to be packed firmly without injuring bark on seedling. Seedling should be planted so that it can not be removed by pulling on two needles.
- 5.3.8 Seedlings are not to be planted in frozen ground or when air temperatures freeze root hairs.
- 5.3.9 Seedlings are to be planted at the prescribed rate of 484 per acre. Spacing for this density is 9'x10'.
- 5.3.10 Seedling roots shall not be beaten or otherwise damaged.
- 5.3.12 Trees coated with clay slurry should not be rinsed off.
- 5.3.13 Any root pruning shall be done only with the approval of the Department. Under no circumstances shall roots be pruned to an overall length of less than 6 inches.

- 5.4 INSURANCE: By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 11-46.3 and 65-800 at seq. of *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the

Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- 5.4.1 Worker's Compensation - Statutory requirements and benefits.
- 5.4.2 Employers Liability - \$100,000.
- 5.4.3 General Liability - \$500,000 combined single limit. The Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- 5.4.4 Automobile Liability: Required limits as stated in Migrant and Seasonal Agricultural Worker Protection Regulations: Part 500.

Successful bidder must show proof of insurance.

- 5.5 **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, complete mailing address, the name of the contact person and telephone number.

ORGANIZATION	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER

- 5.6 **AWARD:** The Commonwealth will make the award for the contract to the lowest responsive and responsible Bidder based on the average cost per acre for seedlings, seedling transport, planting labor, crew supervision, and planting quality control. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. Contract will not be split; it will be awarded to a single contractor.
- 5.7 **MIGRANT AND SEASONAL AGRICULTURAL WORKERS PROTECTION ACT (MSPA):** In 1987, a Federal Circuit Court of Appeals issued a national injunction making tree planting contractors subject to the Migrant and Seasonal Agricultural Worker Protection Act. This ruling went into effect nationwide on January 7, 1988. Title 29, Part 500 of the Code of Federal Regulations provides protection for migrant and seasonal workers in terms of vehicle safety, housing safety and health, disclosure of wages, hours and other conditions of employment, and recordkeeping.

Under this Act, any person performing the duties of a tree planting contractor or contractor employee is required to obtain a Certificate of Registration from the U. S. Department of Labor. Application forms for the Certificate may be completed with the assistance of the Farm Placement

Specialist at any Virginia Employment Commission Office. The Wage and Hour Division of the Department of Labor will provide specific information about the regulations of the MSPA and requirements that the contractor must meet. This information will include relevant data regarding, among other things, disclosure to workers of rights, wages, transportation, and housing.

Each registered contractor and contractor employee as described above must carry at all times while engaging in planting activities his/her Certificate of Registration or Farm Labor Contractor Employee Certificate as appropriate, and upon request shall exhibit that certificate to all persons with whom he/she intends to deal in an official capacity.

REQUIREMENT OF THE ACT AFFECTING THE LANDOWNER:

The Act prohibits any person from utilizing the services of a tree planting contractor without first taking reasonable steps to determine that the contractor possesses a valid Certificate of Registration which authorizes the activity for which the contractor is utilized. Since the Department of Forestry acts as Intermediary for many landowners, the Department should notify landowners for whom trees are to be planted of this requirement. Landowners employing contractors who do not possess a Certificate of Registration are in violation of the Act and could be faced with Department of Labor penalties.

EXEMPTIONS: Persons Not Subject to the Act

1. A landowner who performs the contracting activities on his/her own behalf, i.e. recruiting, hiring, transporting, and paying each planter directly.
2. A person who engages in tree planting contracting activity solely within a 25 mile Intrastate radius of his/her permanent place of residence and for not more than 13 weeks per year. However, if the contractor solicits workers from a distance greater than this 25-mile limit, he/she is then subject to the Act.

IMMIGRATION REFORM AND CONTROL ACT: The Federal Immigration Reform and Control Act of 1986 states that employers may hire only American citizens and aliens who are authorized to work in the United States. As a result, tree planting contractors must verify employment eligibility of anyone they hire to plant trees by completing and retaining a Form I-9 for each employee.

SUMMARY: Anyone who performs the named activities, (furnishing, recruiting, employing, soliciting, housing or transporting any migrant or seasonal agricultural workers) with exception as noted, is subject to the requirements of the Migrant and Seasonal Agricultural Worker Protection Act. A Certificate of Registration from the Department of Labor is required. The Certificate and specific regulations may be obtained from the Virginia Employment Commission, Farm Labor Specialist.

- 5.8 INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Landowner and/or Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

5.9 NONDISCRIMINATING STATEMENT: This public body does not discriminate against faith-based organizations.

5.10 COMMUNICATIONS: Contractor must have the following forms of communications: cell phone and/or email access that will be used to receive planting acreage updates and other updates as necessary.

6. PRICING SCHEDULE

6.1 INSTRUCTIONS FOR BIDDING

6.1.1 For bids to be considered, complete and sign the Invitation To Bid Sheet, Page 1; list references and reference data (Section 5.5); complete the bid form (Section 6.2) as per these Instructions for Bidding and return this entire Document by mail, or in person in time to reach The Department of Forestry, 135 Bank Street, Post Office Box 198, Waverly, Virginia 23890 before 11:00 A.M. October 24, 2005. Bids completed incorrectly will be disqualified.

6.1.2 Number of tracts and acreages are estimates based on information at time of issue. These estimates are not guaranteed and will likely change. The Department may request planting on more acreage than called for in this document. The additional acreage will not exceed more than 50% of the acreage, without mutual consent of the contractor. This agreement for additional acreage will be subject to the time of planting specified in Section 2.3.1.

6.1.3 The contract shall be awarded to the contractor with the lowest bid acre to cover the cost of seedling, seedling transport, planting labor, planting supervision and planting quality control. In case of a tie "preference shall be given to goods, services and construction produced in Virginia or provided by Virginia persons, firms or corporations, if such a choice is available; otherwise, the ties shall be decided by a coin toss." (Chapter 2, Section 2.22.a., Commonwealth of Virginia Agency Procurement Manual).

6.1.4 After completing Invitation for Bid Sheet (Page 1) and the Bid Form (Section 6.2), this entire Document should be enclosed in a separate envelope. Mark the outside as follows: "Sealed bid for the tree planting on commercial forestland in the Commonwealth of Virginia, Counties of Accomack and Northampton to be opened only at the Department of Forestry office, Waverly, VA, on October 24, 2005 at 11:00 AM."

6.1.5 Enclose this sealed envelope in a second envelope addressed to the Department of Forestry, 135 Bank Street, Post Office Box 198, Waverly, VA 23890

6.1.6 To obtain bid results, persons bidding should submit a self-addressed, stamped envelope with bid. Contracts will be awarded and mailed to the successful bidder(s) within 10 calendar days after the intent to award is issued.

6.1.7 The contract (Attachment 2) must be signed and returned with Bid package by October 24, 2005 to Department of Forestry. Once an award has been made, the complete contract will then be mailed to contractor.

6.2 Contractor will use the following form for submission of bids to the Department.

IFB#411:A600008
BID SUBMISSION FORM
2006 FOREST TREE PLANTING CONTRACT
REGION 1: ACCOMACK AND NORTHAMPTON COUNTIES

LOBLOLLY PINE

12 TRACTS FOR 250 ACRES

(majority of tracts to be planted without site preparation)

Required seedling type: Loblolly pine, 2nd generation, treated

BID AMOUNT MUST INCLUDE COST OF SEEDLINGS

Purchase required from: Garland Gray Nursery, 19127 Sandy Hill Road, Courtland, VA 23837

Purchase Contact: Dwight Stallard, Nursery Manager, 804-834-2855

\$_____ per acre, includes seedlings, labor, and oversight

7. PERFORMANCE

- 7.1 Planting quality checks will be performed under the supervision of the contractor during or immediately after planting on each tract; stocking and excavation information will be provided to the Department within 48 hours of tract completion. Planting quality checks will be submitted on Attachment Five in the manner so described on form. The Department will approve and inform the contractor to bill the landowner, provided all planting quality specifications are fully met.
- 7.2 The Department will conduct random audits of planting quality. If standards for full payment are not met on any random audit the department and contractor will meet onsite to resolve any discrepancies in planting quality check data. If discrepancies are not resolved the regional planting coordinator will make the final determination regarding planting quality and acreage planted.
- 7.3 A minimum of 1 quality check plot per 5 acres will be taken. A minimum of 5 plots will be taken on tracts under 25 acres in size.
- 7.4 The contractor will be notified of unsatisfactory work as soon as practical after planting inspection has been completed, and the Department's decision as to the method of restitution. Restitution will be according to the following schedule:

<u>% of trees properly planted*</u>	<u>Payment</u>
85-100+	Full
80-85	90%
< 80	90% following replanting to specifications at contractor's expense

*Defined as: $\frac{\text{No. of properly planted trees per acre from field inspection}}{484} \times 100$

- 7.5 REPLANTING: When replanting is required, it will be the responsibility of the contractor. The contractor may contract with another qualified contractor to accomplish the replanting with the written consent of the Department. In any case the replanting shall be accomplished within the contract period.
- 7.7 WEATHER: If weather conditions are prohibitive and delays start up of planting beyond January 9, 2006 or significantly impact contract progress, the equivalent time may be added to the end of the contract period. If extended drought conditions exist at any point during the contract period, the Department reserves the right to suspend planting activities until conditions improve, with the equivalent time being added to the end of the contract period if needed. Such decision will be made by the Regional/Department of Forestry Contract Administrator, in consultation with the contractor.

8. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 10 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9. ATTACHMENTS

Attachment 1: Map of planting areas

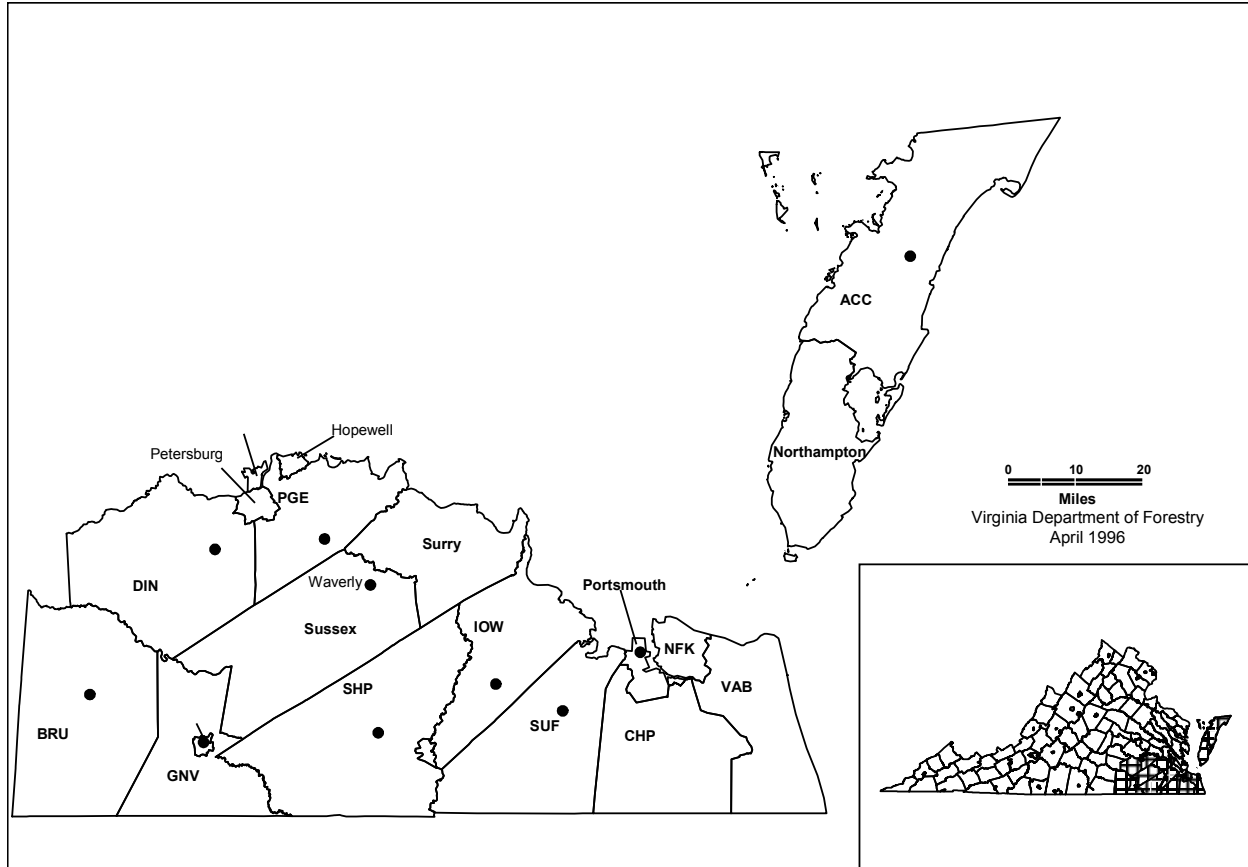
Attachment 2: Contract form- to be completed by the department after the contract is awarded

Attachment 3: Contractor/Landowner agreement- to be completed by the contractor and each landowner included in the Master state contract.

Attachment 4: Planting Quality data form and instructions

Attachment 5: Seedling purchase information

ATTACHMENT #1



ATTACHMENT #2
Contract Number 411:A600008

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF FORESTRY
2006 Tree Planting-**Accomack and Northampton Counties**

This contract entered into this _____ day of _____ by _____ hereinafter called the "contractor" and the Commonwealth of Virginia, Department of Forestry, herein called the "Department".

WITNESSETH that the contractor and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The contractor shall provide the services to the Department as set forth in the Invitation for Bid Document attached.

PERIOD OF THE CONTRACT: From January 9, 2006 through March 31, 2006

FOR: **Accomack and Northampton Counties**

COMPENSATION AND METHOD OF PAYMENT: The contractor shall be paid by each landowner as set forth in Section 4.10 of the Invitation for Bid Document.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, the Invitation For Bid submitted by the contractor, the general conditions, special conditions, specifications and other data contained in the Invitation For Bids together with all written modifications thereof, all of which Contract Documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Vendor's Manual.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: _____

Title: _____

Date: _____

DEPARTMENT:

By: _____

Title: _____

Date: _____

ATTACHMENT #3
CONTRACT: 411:A600008

TREE PLANTING AGREEMENT

This agreement made and entered this _____ day of _____ between:
_____, hereinafter referred to as Contractor; and
_____, address: _____
hereinafter to as Landowner.

WITNESSETH, in consideration of the payments to be made by the Landowner as specified herein, Contractor agrees to plant trees upon land controlled by the Landowner according to the following terms and conditions:

- A. agrees to plant a total of _____ acres in _____ and more fully described
as: _____

- B. agrees to provide second generation treated seedlings and plant approximately 484 trees per acre at a spacing of approximately 9 feet by 10 feet.
- C. agrees to the following payment schedule:
- | % of trees
properly planted* | Payment |
|---------------------------------|--|
| 85-100+ | Full |
| 80-85 | 90% |
| < 80 | 90% following replanting to
specifications at contractor's
expense |
- *Defined as:
$$\frac{\text{No. of properly planted trees per acre from field inspection}}{484} \times 100$$
- D. agrees to invoice landowner after certification by the Department.
- E. agrees to plant according to dates prescribed by the Department, dependant on weather conditions and ground conditions on the tracts.
- F. agrees to handle and plant all seedlings according to the Department's proper planting specifications.
- G. contractor agrees to indemnify, and hold harmless the Landowner from any claims, damages and actions arising from the services furnished by the Contractor.
- H. agrees to send a copy of final invoice to the Department Office for the county where the planting is being done.

LANDOWNERS

- A. agrees to pay a rate of \$_____ per acre for a total of \$_____, to be paid within 21 days of invoice unless otherwise agreed. The total invoiced shall be reduced by the value of provided seedlings.
- B. agrees that non-payment of money due the Contractor within 21 days after invoice, unless otherwise arranged, shall constitute default. Non payment may result in legal action to place a lien upon the property.
- C. agrees that in case of non-payment requiring the Contractor to resort to legal action to collect payment due, the Landowner shall also be responsible for all attorneys fees, court and other costs and for interest on the unpaid balance at the rate of 2.5% per month or legal maximum if lower than 2.5%.
- D. agrees that in the case of unforeseen changes to the contract instituted by the Department of Forestry, the Landowner shall be responsible for the adjusted contract price, either higher or lower. Any such changes will be in writing by both the Contractor and Landowner.
- E. agrees to provide ingress and egress for all employees, materials and equipment of the contractor necessary to complete project.
- F. Agrees the acreage described above is correct. Acreage discrepancies will be resolved by GPS measurement.
- G. agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, arising from participation in this contract, provided that such liability is not attributable to the sole negligence of the agency. The Contractor is fully responsible for all services being rendered under the contract.

This contract cannot be altered, modified or deviated from unless set forth in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereunto execute this agreement as of the day and year first written above.

WITNESS _____ BY _____
Landowner

WITNESS _____ BY _____
Contractor

ATTACHMENT #4

Planting Quality Check Form 2006 Forest Tree Planting Contract Virginia Department of Forestry Contract # 411:A600008

County _____ Date Planted _____ Date Sampled _____

Tract Name/Number _____ Acres Planted _____

Planting Crew _____ Inspector Name _____

Species Planted _____ Prescribed TPA _____

Plot	Above Ground Quality		Excavated Trees			
	# of Seedlings	Unsatisfactory	Satisfactory	#1	#2	#3
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Sum				XXXX	XXXX	XXXX
Average				XXXX	XXXX	XXXX
				Satisfactory Dug		
				Total Dug		

Excavated Tree Codes

A	Angle Improper	E	Excessively Deep	P	Pruned < 6 "	√	Satisfactory
B	2 or more/hole	J	J- Rooted	S	Shallow, <6" deep		
C	Debris in Hole	L	Loose	T	Twisted or Balled		

Average # of
above ground

Satisfactory planted X 100 X (Satisfactory Dug / Total Dug) = Total Satisfactory Planted per acre

Line A X 100 X (/) =

Total Satisfactory Planted per Acre / # of Prescribed Trees per Acre (TPA) X100 = % of Trees Properly Planted

Line B / X100 =

Attachment # 4, Planting Quality Check Form Instructions

Fill out the top portion of the form in its entirety.

Using 1/10 acre plots, sample a plot for every 5 acres. On 20 acre or smaller tracts a minimum of five 1/10 acre plots will be taken.

Note: Additional Forms will be needed on tracts over 50 acres.

In the first column record the total number of planted trees within the plot. In the Above Ground Quality section assign the found seedlings in the proper category based on the criteria outlined in section 5.3 Planting, in the contract. Items such as seedling tightness and seedling lean over 20% are examples of what to look for. Sum up the columns and average them as well.

On each sample plot the three seedlings closest to plot center will be excavated with care to ensure that planting quality can be observed. Using the Excavated Tree Codes assign the proper code to each seedling that is excavated. Count the number of satisfactory excavated seedlings and the total number of seedlings and put in the appropriate boxes.

In Line A insert the average number of above ground satisfactory planted trees. In the second box insert the number of satisfactory excavated seedlings. In the third box insert the total number of excavated seedlings.

Using the formula above Line A insert the results in the fourth box. This will be the number of satisfactory planted trees planted per acre.

In Line B insert the number of satisfactory planted trees per acre from Line A in the first box. In the second box insert the number of trees per acre that were prescribed for the tract. Using the formula above Line B complete the Third box. This will be the percentage of properly planted trees as described in contract section 7.4. This will also be used as the basis on which the landowner will be billed.

ATTACHMENT #5

**Nursery and Seedling Information
2006 Forest Tree Planting Contract
Virginia Department of Forestry**

Contract # 411: A600008

Contact Information:

Dwight Stallard, Manager
Garland Gray Forestry Center
19127 Sandy Hill Road, Courtland, VA 23837

804-834-2855

FAX: 804-834-3141

Please contact Dwight Stallard for seedling pricing information and ordering.

The successful vendor will be required to complete and file a credit application with VDOF Nurseries.

Payment terms for seedlings picked up will be as follows:

VDOF Nurseries will bill the Contractor for any seedlings picked up each month at the end of the month. Payment for each month's seedlings will be expected within 30 days of billing. Failure to pay on time could result in the Contractor being refused additional seedlings until the account is current.